

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Infiltec, Ltd.

Application No./Patent No.: 7,144,609

Filed/Issue Date: 12-5-06

Titled:

Filer for artificial turf system

Infiltec, Ltd.

, a Limited Liability Company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %), or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Mark Heinlein

Secretary

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

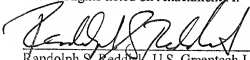
EXHIBIT 5.2
INTELLECTUAL PROPERTY ASSIGNMENT

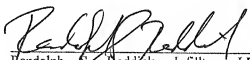
This is an ASSIGNMENT AGREEMENT ("Assignment"), dated as of August 31, 2009, between, on the one hand, (a) U.S. Greentech, LLC, a Georgia limited liability company ("USG"); and (b) INFILLTEC, LLC, a Georgia limited liability company ("IFT"), together with USG collectively ("Sellers") and on the other hand, (c) INFILLTEC, LTD, an Ohio limited liability company ("Buyer").

Sellers own the Intellectual Property listed on accompanying Attachment A, including the Patent Properties identified thereon. Sellers wish to sell their Intellectual Property to Buyer, and Buyer wishes to acquire such Intellectual Property from Sellers.

Now, therefore, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Sellers hereby sell, assign, and transfer to Buyer all of their rights in and to their Intellectual Property. This Assignment includes any and all U.S. and foreign rights related to the patents and patent applications listed on Attachment A, any and all continuing or related applications or improvements based thereon, and also includes the right to recover, from infringers, money damages for patent infringement occurring before the date of this Assignment ("the Patent Rights"). Sellers authorize and request the U.S. Commissioner of Patents to issue to Buyer, or to its legal representatives and assigns, all future U.S. Letters Patent granted hereafter on any U.S. application included within the assigned Patent Rights. This includes the entire goodwill associated with the USG and the IFT businesses, the goodwill associated with each of the trademarks listed on Attachment A, and all rights and claims related to all aspects of the businesses that are associated with these trademarks and/or the products sold under these trademarks.

To effectuate this Assignment, Sellers agree to cooperate with Buyer, as deemed reasonably necessary by Buyer, in further prosecuting, maintaining, and/or enforcing the Intellectual Property rights conveyed by this Assignment. As a first step in such cooperation, Sellers shall immediately forward to Buyer's designated patent counsel all files related to the Patent Rights listed on Attachment A.


Randolph S. Reddick, U.S. Greentech LLC
(Seller)


Randolph S. Reddick, Infilttec, LLC
(Seller)

STATE OF Georgia)
) ss.

COUNTY OF Gordon)

On this 31 day of August, 2009, before me personally appeared Randy Reddick to me known and known to me to be the above named individual who duly

acknowledged the signing of the foregoing instrument to be a voluntary act and deed and who executed the same for the uses and purposes therein specified.

SEAL



John R. Clark
Notary Public

Joseph E. Motz
Joseph E. Motz, Infilltec, Ltd (Buyer)

STATE OF OHIO

COUNTY OF HAMILTON

) ss.

On this 20th day of September, 2009, before me personally appeared Joseph E. Motz, to me known and known to me to be the above named individual who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed and who executed the same for the uses and purposes therein specified.

Michael A. Hirschfeld

Notary Public



MICHAEL A. HIRSCHFELD
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date Section 147.03 O.R.C.

Attachment A*

Patent Properties

Patent/Publication No.	Title	Inventor	Issue/Publication Date
U.S. 6,884,509	Special Turf Filler Comprising Silica Particles	Huff et al.	April 26, 2005
CA 2,464,291	Special Turf Filler	Huff et al.	Oct. 24, 2004
EP 1591476	Turf Filler	Huff et al.	Nov. 2, 2005
U.S. 7,144,609	Artificial Turf System	Reddick	Dec. 5, 2006
U.S. 2006/0147670	Filler for Artificial Turf System	Reddick	July 6, 2006
U.S. 2007/0160800	Filler For Artificial Turf System	Reddick	July 12, 2007
EP 1967651	Artificial Turf System	Reddick	Sept. 10, 2008
U.S. 6,221,445	Composite Artificial Turf Structure with Shock Absorption and Drainage	Jones	April 24, 2001
GB 2352749 B	Composite Artificial Turf Structure with Shock Absorption	Jones	Sept. 17, 2003

Other Rights

U.S. GREENTECH trademark (name and mark)
INFILLTECH (name and mark)
STF trademark
STANDARD TURF FILLER trademark
www.usgreentech.com website (and mark)
All copyrights

*This list is meant to facilitate the recordal, with the United States Patent and Trademark Office and other applicable non-U.S. Patent Offices, of this transfer of the Patent Properties that are listed. This list is not meant to limit or narrow the full extent of the Intellectual Property that is conveyed by Sellers, as more fully described within Article I of a related Asset Purchase Agreement.